

1. Authority. This Project Agreement (hereinafter referred to as the Agreement), is entered into pursuant to the Memorandum of Understanding between the Federal Ministry for Research and Technology and the Federal Ministry of Transport of the Federal Republic of Germany and the Department of Transportation of the United States of America signed on June 12, 1973.

2. Purpose. This agreement is intended to achieve the maximum practicable cooperation in the joint assessment of AGT technologies in order to guide further research, development, demonstration and deployment decisions in respect of AGT.

3. Project Officers.

A. Designation. Within two weeks of the signature of this Agreement each of the parties will designate a Project Officer.

B. Responsibilities. Project Officers will be responsible for the achievement of the tasks and objectives set out in the Agreement, and will be the principal point of interface between the parties.

4. Selection and Design of Joint Assessment Projects.

A. Identification of Projects. Each party will propose one or more AGT installation(s) in its own country as candidate(s) for joint assessment. By mutual written agreement, and within two weeks of signature of this Agreement, the parties will select those AGT installations that will be the object of joint assessment.

B. Scope of Work. The scope of work to be performed under this Agreement will be broadly similar to that set out in the model Work Statement attached as Annex A. Site specific Work Statements will be mutually agreed by the project officers within eight weeks of signature of this Agreement.

- C. Responsibilities of Each Party. The party in whose country the AGT installation under assessment is located (hereinafter the host party) shall make whatever arrangements may be necessary to the carrying out of the assessment project(s) with respect to other organizations in the public and/or private sectors.

5. Conditions Relating to Joint Assessments.

- A. Direction. The host party shall designate the leader of each team conducting an assessment in its country, who shall have overall responsibility for completion of the agreed work statement.
- B. Nature of Team Role. Each assessment team shall be composed of specialists designated by the parties. Each non-host party may station up to two specialists on-site in the host country for a period not exceeding six months, and may periodically dispatch teams of specialists to assist with the assessment work program. The modus operandi of each team shall be mutually agreed by the project officers or their designated representatives on each team.
- C. Access. Subject to the understanding that all work performed under this Agreement will be dependent on the availability of funds to the parties, and subject to Para 5(E) below, it shall be the responsibility of the host party to ensure that the project team receives data relevant and necessary to the fulfillment of the Work Statement.
- D. Finance.
- (i) Each party shall bear the direct costs (e.g. salary, travel, subsistence) associated with its own personnel participating in the project, as well as the cost of language services that it requires.

- (ii) The host country shall provide such office space, and other support services for the resident specialists of the other party as may be agreed by the Project Officers.
- (iii) This Agreement does not envisage the transfer of funds from one Party to the other.

E. Disclosure of Information. Both parties will make clear to all manufacturers cooperating with an assessment project the fact that all information provided to the assessment team will become publicly available, except to the extent that either party requests that the information not be made available to the public.

F. Reports. The nature and timing of the final project report will be mutually decided by the Project Officers or their representatives. Participating manufacturers shall have an opportunity to review and comment on the draft final report prior to publication. Factual errors in reports will be corrected in response to submissions by manufacturers, and in the event of manufacturers taking exception to non-factual statements their dissenting views will be published in any final reports.

6. Liability.

The parties will each exercise their best efforts to ensure the accuracy of all data, but the accuracy of such data is not guaranteed. Each party will use the other's data at its own risk, and may not hold the other party responsible in the event of claims arising out of the use of said data.

7. Duration of Agreement.

This project agreement shall enter into force upon signing, and shall remain in force for two (2) years, or until all agreed assessments have been completed, whichever is later. Individual assessment projects may be terminated by either party upon 60 days written notice of intent to terminate.

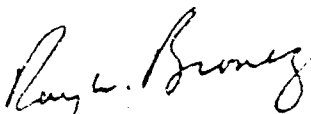
8. Amendments.

This project agreement may be amended at any time by mutual agreement.

Agreed:

For the United States  
Department of Transportation

For the Ministry of Research  
and Technology of the Federal  
Republic of Germany



Ray W. Bronez, Director  
Office of International  
Transportation Programs



Ministrialrat Dr. Dietmar J. Frenzel  
Ministry of Research and Technology  
Federal Republic of Germany

Date March 22, 1976

Date 10. Juni 1976